

6/24/63

Document No. 335
Adopted at Meeting of 6/12/64

LAND DISPOSITION AGREEMENT

for

RELOCATION HOUSING UNDER SECTION 221(d) (3)
OF NATIONAL HOUSING ACT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

BUSE BOSTON, INC.

PARCEL ONE, PARCEL E
WASHINGTON PARK URBAN RENEWAL AREA

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LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the 17th day of July, 1963, by and between BOSTON REDEVELOPMENT AUTHORITY, and Base Boston, Inc.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party of this Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean Base Boston, Inc.

a corporation formed and existing pursuant to Chapter 121A of the Massachusetts General Laws (Ter. Ed.), as amended, and having a place of business in the City of Boston in said Commonwealth, and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise, but shall not mean mortgagees or holders of building loan agreements.

(d) The "Property" refers to Parcel 1 of ~~xxx~~ Parcel E, Washington Park Urban Renewal Project Area, and shall mean that property described in Exhibit A.

(e) "Plan" shall mean the Washington Park Urban Renewal Plan adopted by the Authority on January 16, 1963, and as it may be amended in accordance with the provisions therein contained, which Plan as amended to the date hereof is on file in the office of the Authority and in the office of the Clerk of the City, and a copy of which, as amended to the date hereof, has been marked Exhibit B and delivered to the Redeveloper, and is made a part hereof. The "Term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the City Council or a period of 40 years after the organization of the Redeveloper or the approval of the Project (as hereinafter defined), whichever is later.

(f) "Site Plan" shall mean the drawings, sketches and plans submitted to the Authority, showing the general plan, elevations, dimensions and character of the improvements to be erected on the Property by the Redeveloper, including the type, amount, distribution and areas of the various uses on the Property, a copy of which is attached hereto and made a part hereof as Exhibit C.

(g) "Improvements" shall mean the buildings and landscaping to be constructed by the Redeveloper pursuant to the Site Plan.

(h) "Architect" shall mean the firm of Carl Koch and Associates of Cambridge, Massachusetts, acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority, or such firm or contract as shall be substituted by the Redeveloper with the prior written consent of the Authority.

(i) "Chapter 121A" shall mean Massachusetts General Laws (Ter.Ed.) Chapter 121A, as from time to time amended, and, to the extent applicable, Chapter 652 of the Acts of 1960.

(j) "Section 221(d) (3)" shall mean Section 221(d) (3) of The National Housing Act, as from time to time amended.

(k) "HHFA" shall mean the Administrator of the Housing and Home Finance Agency of the United States of America, or any officer duly authorized to act in his behalf.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks, and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. Existing trees to the extent possible will be preserved. The Property shall be uniformly graded and left free of mounds and depressions and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) The Authority agrees that it shall, without expense to the Redeveloper or public assessment against the Property, provide or cause to be provided the street improvements called for in the Plan, in such manner as to reasonably integrate the completion of such street improvements with the completion of Improvements to be built on the Property by the Redeveloper and the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on the Property.

(c) The Authority agrees to complete its site preparations by July 31, 1963, ready for building construction, including rough grading of the site, completion of the roadways except for final topping, and preparation of a topographical map shown, full utility layout and all trees.

Section 203: Deposit

(a) In lieu of a deposit, Redeveloper agrees to construct at the corner nearest the intersection of Ritchie Street and Columbus Avenue a model building. Redeveloper agrees that if the disposition of this parcel cannot be made by the Authority, to demolish the model and to return the site to its present condition, if requested to do so by the Authority.

(b) The Redeveloper intends to offer the following or a lower rental schedule for standard units, including an allowance for heat:

1-bedroom unit	\$75.00
2-bedroom unit	85.00
3-bedroom unit	95.00
4-bedroom unit	105.00
5-bedroom unit	135.00

It is expected that the apartments with private gardens will rent for approximately \$5 per month more than the above stated rents and the apartments with two bathrooms will rent for approximately \$5 per month more than the above stated rents.

Section 204: Purchase Price and Payment Thereof

(a) The purchase price for the Property shall be **Nineteen Thousand Nine Hundred Fifty Eight Dollars (\$19,958.00)** subject to HHFA concurrence. In the event that an accurate survey of the Property prior to the conveyance shall disclose that the actual area to be conveyed to the Redeveloper shall be more or less than the area shown on Exhibit A attached hereto, the total purchase price shall be correspondingly increased or reduced at the rate of **ten one hundredths Dollars (\$.10) per square foot**, subject to HHFA concurrence.

Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall take place simultaneously with Federal Housing Administration "initial closing" on insurance of the 221(d) (3) mortgage to be placed upon the Property at a place to be agreed upon by the parties hereto.

Section 206: Title and Instrument of Conveyance

(a) The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances but subject to and with the benefit of all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof.

(b) The Authority shall promptly furnish the Redeveloper for examination and return to the Authority such abstracts of title as it shall have obtained during the course of its acquisition of the Property and have retained, together with certified copies of all eminent domain taking proceedings with regard to said Property. The Authority shall not be required to bring any such abstracts of title up to any later date than that shown on the abstractor's certificate accompanying the same.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any Federal or State documentary tax stamps which may be required, and the cost of recording the deed. This Agreement may be recorded by either the Authority or the Redeveloper (at the recording party's expense) with the consent of the other party, which consent shall not be unreasonably withheld.

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Section 208: Adjustments

It is agreed that no payment in lieu of taxes shall be due and owing by the Redeveloper to the Authority.

Section 209: Application of Redeveloper's Deposit

Upon the sale and conveyance and delivery of possession of the Property as set forth in Section 203 hereof, the Redeveloper shall obtain full rights to the model constructed in accordance with Section 203 hereof.

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Section 210: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

(a) Final plans and specifications for the Property have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof;

(b) The Redeveloper shall enter into a contract, satisfactory in form to the Authority, with ~~The First Realty Builders Company of Boston~~ under which such building company shall have full and complete continuing responsibility to the Redeveloper for the construction of the improvements as required herein, subject to mutual agreement between the Redeveloper and such firm with respect to the terms of such contract, and a copy of this contract shall be deposited with the Authority.

(c) The Redeveloper has furnished the Authority with a performance and payment surety bond satisfactory in form to the FHA with the construction contractor as principal and the Redeveloper, the mortgagees, if any, and the Authority as beneficiaries. The penal amount of this bond shall not be less than 10% of the amount of the aforesaid construction contract.

(d) The Redeveloper has furnished evidence satisfactory to the Authority and to the FHA that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the improvements in accordance with said approved final plans and specifications and the construction contract.

Article 211. Right of Redemption

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless the Authority shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein provided, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time, the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

Section 210. Standard for the Redevelopment

The Redeveloper shall exercise due diligence to accomplish the following:

- (a) Obtain from a bank, insurance company or other acceptable financial institution a commitment of commitment to lend the Redeveloper a sum sufficient to finance the cost to the Redeveloper of the construction of the improvements on the property under the construction contract provided for in Section 210(b); and
- (b) Obtain from the Federal Housing Administration a commitment to insure such financing under the terms of Section 211 (1) (B).

The Redeveloper shall endeavor to complete the acquisition at least sixty (60) days prior to the closing as specified in Section 205. In the event that the acquisition is delayed or the required insurance committed later than the date specified, the due diligence of the Redeveloper, this Agreement will be valid without reference to the portion located, and all other obligations of the parties hereto except that as contained in Section 210 will stand.

ARTICLE 301

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENTSection 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns covenants, promises and agrees:

- (1) To devote the Property to the uses specified in the Plan;
- (2) Not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) To give preference in the selection of tenants for dwelling units built on the Property to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment;
- (4) Not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof;
- (5) Not to effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any improvement thereon is restricted upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease or occupancy thereof.
- (6) To comply with all state and local laws, in effect from time to time, forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land, and covenants to the same effect shall be contained or incorporated by reference as covenants running with the land in any instruments from the Authority to the Redeveloper or to its successors or assigns and in any instruments from the Redeveloper, its successors and assigns, conveying the Property or any part thereof or interest therein.

(c) The covenants in subdivisions (1), (2), and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (4), (5) and (6) and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed of the Property from the Authority to the Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

(d) In order to effectuate the provisions of subdivisions (3), (4), (5) and (6) of subsections (a) of this Section, the Redeveloper agrees to consult with the Authority with respect to its rental program, including preparation of advertising matter, brochures, leases, establishment of rental offices, and all aspects of said program which relate to or have an effect upon the selection of tenants.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of approximately 30 units to be built in accordance with the Site Plan and the applicable standards and controls of the Plan.

(b) As promptly as possible after the preliminary plans and outline specifications are approved, or deemed approved, by the Authority, the Redeveloper shall submit to the Authority for review and approval by the Authority, evidence satisfactory to the Authority that the Redeveloper will have the equity capital and commitments for Section 221(d) (3) mortgage financing necessary for the construction of the proposed Improvements.

(c) By 196 , the Redeveloper shall submit to the Authority final architectural plans and specifications prepared by the Architect and in conformity with the previously approved preliminary plans and outlined specifications, the Site Plan, the Plan, the Application under Chapter 121A or letter of interest submitted to the Authority, the Project and this Agreement.

Final architectural plans and specifications submitted hereunder shall be reviewed for such conformity by the Authority. The Authority shall review and approve or disapprove such plans and specifications and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after submission, such plans shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within thirty (30) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the plans and outline specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission.

(d) As promptly as possible after the final architectural plans and specifications are approved, or deemed approved, by the Authority the Redeveloper shall submit to the Authority for review and approval by the Authority, evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for Section 221(d) (3) mortgage financing necessary for the construction of the Improvements in accordance with said approval final architectural plans and specifications.

(e) The Redeveloper shall not apply for a building permit for the construction of the Improvements to be erected on the Property without the prior certification of the Authority that the work to be done or completed is in accordance with the final architectural plans and specifications approved by the Authority in accordance with the provisions of this Agreement. No work shall be done on the construction of the Improvements to be erected on the Property unless such work conforms in every respect with such approved final architectural plans and specifications, except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority, and except that such plans and specifications may be modified from time to time by the Redeveloper acting alone, provided the plans and specifications as thus modified are in substantial conformity with the final architectural plans and specifications as approved by the Authority.

In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority, may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected on the Property as are not in conformance with the approved Final Plan, or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive.

(f) In submitting plans and specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

(g) The Redeveloper shall not discharge the Architect without cause or hire new or additional architects or alter or amend the contract for architectural services between the Architect and the Redeveloper without in each instance obtaining the prior written consent of the Authority.

(h) The Authority's approval of final plans and specifications hereunder assumes the achievement not only of the planning and design objectives of the Plan in general, but specifically those objectives as they relate to the production of low-cost housing and the achievement of rentals as set forth in Section 103 hereof. In the event that, after such approval, it appears that such objectives cannot be met or that such rentals cannot be achieved under the plans as so approved, the Authority may within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper submit new or modified plans to the Authority for approval and that Redeveloper shall notify the Authority within fifteen (15) days that work on such new plans or modifications has begun.

Section 303. Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the Improvements on The Property in accordance with the approved final plans and specifications within fifteen (15) days after delivery of the deed to and possession of The Property to the Redeveloper, and completion of site work by the Authority as stated in Section 302.

(b) The Redeveloper shall diligently prosecute to completion the construction of the Improvements on the Property and shall complete such construction not later than the time set forth in the FHA Building Permit.

(c) Subsequent to the execution of this Agreement and until the construction of the Improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every three (3) months as to the annual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

Section 104. Building Improvements Completed.

The building of Improvements on the Property shall be deemed completed for the purposes of this Agreement when the Improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy, and shall immediately be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority.

Section 305. Payment of Liens.

The Redeveloper shall use due diligence to make, or cause to be made, prompt payment of all money due and legally owing to all persons, firms and corporations doing any work, any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the Improvements required by this Agreement to be constructed upon the Property.

Section 306: Access to the Property by Authority and City

To the extent of its authority to do so, the Redeveloper, its successors and assigns, shall from time to time until the expiration of the term of the Plan, at all reasonable hours, give to the duly authorized representatives of the Authority and the City free and unobstructed access for inspection purposes to any and all of the improvements constructed on the Property by the Redeveloper, its successors and assigns, and to all open areas surrounding the same.

Section 337. Non-Discrimination in the Use of Property

(a) In carrying out the redevelopment and construction of the Improvements to be constructed by the Redeveloper on the Property and in the operation of the same after completion thereof, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, religion, color or national origin. This provision shall include but not be limited to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Redeveloper agrees to be bound by all of the provisions of this Section and the provisions of all applicable Federal, state and local laws, ordinances and regulations, and the provisions of this Agreement with respect to non-discrimination, and the Redeveloper further agrees to include the provisions of this Section (with any modifications as may be necessary to show the particular contractual relationship) in all its contracts in connection with the development, construction and operation of such improvements (except contracts for standard commercial supplies or raw materials), and shall include in all such contracts a provision requiring all contractors to include a similar provision in all subcontracts (except subcontracts for standard commercial supplies or raw materials). The Redeveloper shall post at the Property, and shall require all contractors and subcontractors to post at the Property, in conspicuous places available for employees and applicants for employment, notices in a form approved by the Authority setting forth the provisions of this Section, and no work shall be undertaken by the Redeveloper or by any contractor or subcontractor, until the Redeveloper, the contractor or the subcontractor shall have received such approval from the Authority.

(b) The Redeveloper and the Authority mutually agree that it is the intent of this Agreement that all work hereinabove described in Subsection (a) of this Section shall be carried out without any discrimination with regard to race, color, religion, color, or national origin, and it is further agreed that any breach of this Section of the Agreement may be referred by the Authority to the appropriate agencies of the City, State or Federal governments as provided by the laws, ordinances or regulations of said governments, for hearing and adjudication in the manner prescribed by said agencies, and in the event of such referral the Redeveloper agrees, and shall secure the agreement of all contractors and subcontractors, to the jurisdiction of said agencies in any dispute encompassed by the provisions of this Section; provided further, that in the event any of the aforesaid parties shall refuse to abide by the decisions of any of said agencies, then, in that event, the Authority may, as to that party, consider said refusal a substantial breach of his contractual obligations and shall have, directly with respect to the Redeveloper, and as a third-party beneficiary with respect to contractors and subcontractors, in addition to all other remedies at law or in equity, the right to seek the remedies of injunction, specific performance or recission, as well as . . . damages.

(c) The Redeveloper shall, before the start of any work hereunder, certify in writing to the Authority that all contract and subcontracts for such work do include the provisions of this Section, and further, no work under additional contracts or subcontracts shall be commenced until similar certifications have been filed with the Authority.

ARTICLE IVSection 401: General Terms Relating to Transfer of Interest in
Improvements on the Property

(c) Prior to the completion of the construction of the Improvements on the Property in accordance with Section 304 of this Agreement, no party owning ten (10%) per cent or more of the stock of the Redeveloper (which term shall be deemed to include successors in interest of such stock) shall, except as provided in Section 402, transfer, or cause or suffer any transfer (except an involuntary transfer caused by the death or incapacity of any such party) to be made of any such stock or any interest therein without the written approval of the Authority; nor without such approval, shall there be any other similarly significant change in the ownership of such stock or in the relative distribution thereof or in the control of the Redeveloper or degree thereof, by any other methods or means such as increased capitalization, merger, corporate or other amendments, the issuance of additional or new stock or otherwise, whether done by the Redeveloper or any owner of stock. The Redeveloper, and its authorized representatives, represent that they have the authority of all of its existing stockholders to agree to this provision in their behalf. The Redeveloper shall keep the Authority furnished with an up-to-date list of stockholders setting forth the amounts of stock owned by each stockholder.

(d) The Redeveloper agrees that it will not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than contracts or agreements to be performed subsequent to such completion, except as provided in subsection (c) of this Section 401 and Section 402, and except that leases of individual units may be entered into provided that rental payments commence only upon completion of the unit leased.

(c) Notwithstanding the provisions of subsection (b) of this Section 401, an assignment or transfer of the ~~entirety~~ ~~entire~~ interest in the Property or any portion thereof or in this Agreement may be made prior to the completion of the construction of the improvements thereon, to the extent permitted by and subject to the provisions of Chapter 121A, upon compliance with the following conditions:

(1) The transferee or transferees shall have been approved as such, in writing, by the Authority.

(2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed for themselves and their successors in interest and directly to and for the benefit of the Authority, all obligations of any person or persons, including the Subdeveloper, to begin and complete the building of the improvements and all obligations of the Subdeveloper provided for in this Agreement including the obligations of performance in accordance with the Plan, provided, that the fact that any transferee of, or any other successor in interest whatever to the property or ~~any part thereof~~, shall, whatever the reason, not have assumed an obligation, as so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership shall operate legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or

resulting from this Agreement with respect to the Property and the construction of the improvements that the Authority would have, had there been no such transfer or change. Notwithstanding, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or change thereof by the Authority shall be deemed to bind the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of the transfers made with the prior consent.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all documents and other legal documents required by the applicable law.

(5) The Redeveloper and its assignee or transferees shall comply with such other conditions as the Authority may from time to time in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law, Chapter 121A, if applicable, and the Plan.

(6) After the completion of the improvements, as certified by the Authority, the Redeveloper may assign or otherwise transfer any portion of the Property, or the Redeveloper's interest therein, to the extent permitted by and subject to the provisions of Chapter 121B, if applicable, and the provisions of Section 221(d)(3) of the National Housing Act, as amended.

1. Introduction and Background Information for the Final Report

2. Methodology and Design of the Study

3. Findings and Conclusion of the Study

4. Recommendations and Conclusions of the Study

5. Final Report and Final Conclusion of the Study

6. Final Report and Final Conclusion of the Study

7. Final Report and Final Conclusion of the Study

8. Final Report and Final Conclusion of the Study

9. Final Report and Final Conclusion of the Study

10. Final Report and Final Conclusion of the Study

11. Final Report and Final Conclusion of the Study

12. Final Report and Final Conclusion of the Study

13. Final Report and Final Conclusion of the Study

14. Final Report and Final Conclusion of the Study

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ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCESection 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, carry out the Project, keep the Improvements constructed on the Property in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such Improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto, the Application under Chapter 121A and the contract entered into with the City of Boston as referred to therein, if applicable.

Section 502: Additions or Subtractions to Completed Improvements

After the Improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the Improvements, without the prior written approval of the Authority, which approval shall not be unreasonably withheld, subject, however, to the provisions of Chapter 121A, if applicable. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after discovery thereof by the Authority direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the Improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

ARTICLE VI

INDEMNIFICATIONSection 601: Reimbursement of Authority in Respect of Certain Litigation

The Redeveloper shall pay all reasonable costs and expenses, and the amounts of all judgments and decrees, which may be incurred by the Authority in proceedings brought to enforce compliance with the provisions of this Agreement, to the extent the Authority prevails. It is expressly understood, however, that the mortgagee under any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, whether or not the mortgagee shall subsequently acquire title to the Property.

ARTICLE VII

INSURANCESection 701: Insurance Coverage

(a) So long as there exists any Improvement or Improvements to the property for which no certificate of completion has been issued by the Authority, the Redeveloper shall keep all of the insurable property in respect of the Property insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagee in the use of similar property in the city. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eight per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss first payable to the mortgagees under the standard mortgagee clause and also covering the Redeveloper and the Authority as their respective interests may appear.

(b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(c) All such insurance policies and renewals thereof, or certificates of such policies and renewals, shall be filed with the Authority.

Section 702: Non-Cancellation Clause

All insurance policies shall provide that any cancellation or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days' prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled or terminated at a particular time.

Section 703: Authority May Procure Insurance if Redeveloper Fails to Do So

In the event the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority; with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

Section 704: Redeveloper's Obligations with Respect to Restoration and Reconstruction

(a) Whenever any Improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such Improvement, shall be deposited in a separate account of the Redeveloper or of any mortgagee.

(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. If there be any excess proceeds after such repair or reconstruction has been fully completed, such excess shall be retained by the Redeveloper, subject to the rights of any mortgagee.

(c) The Redeveloper, with the written approval of the Authority and any mortgagee, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

Section 705: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan, within a period not to exceed six (6) months after the insurance or other proceeds in respect of such destroyed or damaged property have been received by the Redeveloper or any Mortgagee (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion, and in any event, to completion within twenty-four (24) months after the start thereof.

705-1

ARTICLE VIIIRIGHTS, REMEDIES, AND PROCEDURES IN THE EVENT OF ABREACH BY REDEVELOPERSection 301: Failure or Refusal by Redeveloper to Purchase
Fee Simple Title and Possession

In the event that the Redeveloper shall fail or refuse to submit definitive working plans and specifications as provided in Section 302 of this Agreement, or shall (other than as provided in Section 211 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property as set forth in Section 205 of this Agreement, the Authority shall have the right, at its option, to retain the model building or compel the Redeveloper to demolish the same and return the site to its original condition as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may, in addition, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper all of its obligations to the Redeveloper hereunder.

301-1

Section 802: Consequences of Breach by Redeveloper With Respect to Commencement and Completion of Construction, Failure to Pay Taxes or Discharge Encumbrances, or Unauthorized KT Transfers of Interest

In the event that, prior to completion of the Improvements:

- (1) The Redeveloper shall fail to perform its obligations under this agreement with respect to commencement or completion of construction of Improvements;
- (2) The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrances or liens unauthorized by this agreement; or
- (3) there is in violation of this agreement any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper or with respect to the identity of the parties in control of the developer or degree thereof;

the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt of it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) and if the holders of record of building loan agreements and/or first mortgages in replacement thereof do not exercise their rights to cure such violation or failure (as provided in Section 804 hereof), the Redeveloper shall promptly transfer possession of, and reconvey, the Property, together with all of the Improvements thereon, to the Authority without cost to the Authority, by quitclaim deed but subject to any existing building loan agreements and mortgages thereon permitted under this Agreement. In the event of such failure to cure, the Authority shall also enforce its rights under the surety bond referred to in Section 210. In the event that the Redeveloper shall fail so to

reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event that the Redeveloper or a mortgagee reconveys to the Authority pursuant to this Section 802 or Section 403, the Authority shall undertake with due diligence to resell the Property so reconveyed and the improvements thereon, subject to all of the provisions of the Plan; and the proceeds of such resale shall be used:

first to reimburse the Authority for all costs and expenses incurred by the Authority, including the salaries of Authority personnel in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith; all taxes, payments in lieu of taxes, public charges and other sums owing to the City or the Authority with respect to the Property up to the time of such resale; any payments made to discharge any encumbrances or liens existing or threatened on the Property; any expenditures made or obligations incurred with respect to the making or completion of improvements on the Property; and any amounts otherwise owing to the Authority from the Redeveloper; and

the balance of such proceeds, if any, shall be used to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property, (but not including the deposit referred to in Section 203 hereof) less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In the event of a failure to cure under this Section, the Authority shall have the right to re-enter for breach of condition subsequent.

In addition to the other remedies hereinabove provided in this Section 802, upon such failure by the Redeveloper to cure under this Section, the Authority may in its sole discretion terminate, by written notice to the Redeveloper, any or all of its obligations to the Redeveloper hereunder.

Section 803: Notice of Breaches to Mortgagees.

In the event that the Authority, pursuant to Section 802 of this Agreement gives written notice to the Redeveloper of a failure or violation, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations.

Section 804: Mortgagee May Cure Breach of Redeveloper

In the event that the Redeveloper received notice from the Authority of a failure or violation under Section 802 of this Agreement and such failure or violation is not cured by the Redeveloper before the expiration of the ninety (90) day period provided for in Section 802, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period, or within sixty (60) days after such holder receives such notice of failure, whichever period is longer.

Anything in this Agreement to the contrary notwithstanding, it is further expressly understood that should any Improvements on the Property or portion thereof be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be in anywise obligated to complete the Improvements contemplated in such mortgage transaction, nor shall it guarantee the completion of Improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of the improvements by the Redeveloper, the mortgagee shall have the option of completing or not completing the improvements or causing the same to be completed.

Notwithstanding the foregoing provisions of this Section, it is hereby understood and agreed that if a mortgagee or any purchaser at a foreclosure sale shall become the owner of the Redeveloper's interest in the Property and improvements thereon and shall determine to perform any construction or development operations therein, or any part thereof, such mortgagee or purchaser shall perform all such construction or development operations in accordance with the provisions of this Agreement, except that the time limits set forth in Section 303 shall be extended by the Authority as may be reasonably necessary to complete any such construction or development operations. If any

Mortgagee who has elected to foreclose his mortgage for the failure of the Redeveloper to complete construction in accordance with the Plan and this Agreement so notified the Authority in writing within fifteen (15) days of the expiration of the aforesaid ninety (90) days period or within sixty (60) days after receipt of such notice of failure, whichever period is longer, and thereafter proceeds diligently with such foreclosure, the Authority will not undertake any action under Section 802 until thirty (30) days after completion of a foreclosure action or one hundred and twenty (120) days after receipt of such notice of election to foreclose, whichever shall first occur.

804-2

Section 805: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

ARTICLE IX

MISCELLANEOUS PROVISIONSSection 901: Obligations and Rights and Remedies Cumulative

(a) The respective obligations of the Authority and the Redeveloper pursuant to this Agreement, shall be cumulative and the reference to any such obligation shall not be construed as a limitation on any other obligation.

(b) The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 902: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice or satisfaction was given.

Section 903: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 904: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Re-developer (including its successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority and those holding title to an interest in the Property and that such conveyance shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 905: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

905-1

Section 224: Authority's Members and Officers Bound From Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement.

Section 907: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto and to any subsequent grantees of the Property or any portion thereof.

Section 908: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

6/24/63

Section 909: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto and the holders of any mortgages affected thereby, evidencing the mutual agreement of the parties to such amendment.

Section 910: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid to the principal office of the party to whom it is directed, which are as follows:

Redeveloper - 226 Tremont Street, Boston, Massachusetts

Authority - City Hall, Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to the parties and to mortgagees, and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

Section 911: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

911-1

Section 912: All Agreements Contained in this Instrument

The terms and conditions of this Agreement, including the Exhibits hereto, shall constitute all of the terms and conditions that shall be required by the parties of one another as of the date of this Agreement without reference to any other instrument, other than the Application and any instruments or documents referred to therein or in the approval thereof.

912-1

Section 913: Amendment of Plan

In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper or a mortgagee as established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper or mortgagee prior to becoming effective with respect to the Redeveloper or mortgagee respectively.

Section 914: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Rodeveloper, but shall not survive issuance of the respective certificates of completion by the Authority except to the extent stated in the respective deeds to the Property.

Section 918. Delays.

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, including acts of any federal, state or municipal Government or any agency thereof, including delays of any governmental agency in processing applications or in giving required certifications, acts of the other party, fires, floods, epidemics, suspension of utilities, strikes, material shortages, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay:

Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension of time.

IN WITNESS WHEREOF, on the 17th day of July, 1963,
at Boston, Massachusetts, the parties hereto have caused this
Agreement in five counterparts to be signed, sealed and delivered
by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and
delivered in the
presence of:

Edward H. Luce
Development Administrator

Robert A. O'Brien
John B. Blodget

John M. Kelly
By John M. Kelly
Title

Mark D. Johnson
John P. Blodget

6/24/63

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 17, 1963

Then personally appeared before me the above-named

Edward J. Logue

who executed the foregoing Agreement on behalf of Boston

Redevelopment Authority and acknowledge the same to be the free
act and deed of said Authority.John F. Bok

Notary Public

My commission expires

JOHN F. BOK, NOTARY PUBLIC

My Commission Expires Jan. 30, 1965

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

July 18, 1963

Then personally appeared before me the above-named

Edward Sullivan

who executed the foregoing Agreement on behalf of BuseBoston, Inc. and acknowledge the same to be the free act
and deed of said Corporation.John F. Bok

Notary Public

My commission expires

Exhibits Attached

A - Description of Property

B - Urban Renewal Plan

C - Site Plan - C. J. Koch & Associates
dated April 15, 1963

AMENDMENT

LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

AND

BUSE BOSTON, INC.

PARCEL ONE, PARCEL E

WASHINGTON PARK URBAN RENEWAL AREA

This AMENDMENT, made and entered into this 22nd day of
October, 1963, by and between BOSTON REDEVELOPMENT
AUTHORITY and BUSE BOSTON, INC.

WITNESSETH THAT the parties hereto hereby covenant and agree
that the Land Disposition Agreement by and between the BOSTON
REDEVELOPMENT AUTHORITY and BUSE BOSTON, INC., made and entered into
on the 17th day of July, 1963, hereinafter called the "Agreement",
is hereby amended as follows and that for the purposes of this
Amendment, all the terms, provisions, and conditions of the Agreement
shall remain in full force and effect unless and only to the extent
specifically modified or amended by the terms of this Amendment.

1. THAT Subsection 101 (h) be amended by inserting at the

end of the present subsection the following phrase:

"provided, however, that all such contractual agreements
shall be in the form of the architect's agreement required
by the Federal Housing Administration (hereinafter referred
to as the "FHA")."

2. THAT Subsection 203 (b) be amended, by inserting after

the words "including an allowance for heat", the following
phrase:

"subject to FHA regulations pertaining to mortgage
insurance issued under Section 221 (d) (3)"

3. THAT Subsection 210 (b) be amended by inserting at the end of the present subsection the following sentence:
"The form of all such contracts for the construction of Improvements as prescribed by the FHA is satisfactory in form to the Authority."
4. THAT Subsection 210 (c) be amended by striking out in the first sentence thereof the words "with the construction contractor as principal or the Redeveloper, the mortgagees, if any, and the Authority as beneficiaries."
5. THAT Subdivision (3) of Subsection 301 (a) be amended by inserting at the end of the present subdivision the following phrase:
"provided, however, that the terms of this subdivision (3) of subsection 301 (a) shall be subject to and not conflict with the occupancy requirements of Section 221 (d) (3)."
6. THAT Subsection 301 (d) be amended by inserting at the end of the present subdivision the following phrase:
"provided, however, that if FHA shall succeed to the rights and interest of the Redeveloper, the provisions of this subsection 301 (d) shall not apply to the FHA."
7. THAT Subsection 302 (g) be amended by inserting after the word "Authority", at the end of the present subsection the following sentence:
"All FHA requirements concerning the employment and services of architects shall also be observed."
8. THAT Subsection 302 (h) be amended by inserting after the end of the present subsection the following sentence:
"No change in the building plans or specifications shall be made without the prior written approval of the FHA."

9. THAT Section 304 be amended by inserting at the end of the present Section, the following paragraph:

"Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof; Provided, That if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the FHA, then such certification and such determination shall only be withheld following completion of the Improvements in accordance with the provisions of this Agreement, because of failure to carry out specific requirements of the Plan or complete construction insofar as it is governed by the specific requirements of the Plan; Provided further, that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof on the purchase of the Property.

"With respect to such individual parts or parcels of the Property which the Redeveloper is authorized by this Agreement to convey or lease as the Improvements to be constructed thereon are completed, the Authority will

also, upon proper completion of the Improvements relating to any such part or parcel and provided the Redeveloper is not in default with respect to any of its obligations under this Agreement, certify to the Redeveloper that such Improvements have been made in accordance with the provisions of this Agreement. Such certification shall mean and provide (and the Deed shall so state): (1) that any party purchasing or leasing such individual part or parcel pursuant to the authorization herein contained shall not (because of such purchase or lease) incur any obligation with respect to the construction of the Improvements relating to such part or parcel or to any other part or parcel of the Property; and (2) that neither the Authority nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or in the case of lease, with respect to the leasehold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the Property as a result of a default in or breach of any provisions of this Agreement or the Deed by the Redeveloper or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained and referred to in Section 301 of this Agreement, and (ii) the right, remedy, or control relate to such default or breach.

"All certifications provided for in this section shall be in such form as will enable them to be recorded in

the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this section, the Authority shall, within 90 days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification."

10. THAT Subsection 307 (c) be amended by inserting at the end of the present subsection the following sentence: "In the event the FHA succeeds to the rights and interests of the Redeveloper, the provisions of this subsection shall not apply."
11. THAT Section 704 be amended by inserting after subsection 704 (c) thereof, the following new subsection 704 (d): "In the event any of the provisions of Section 701, 702, 703 and/or 704 hereof are in conflict with FHA insurance requirements, including requirements concerning the disbursement of insurance proceeds, the FHA requirements shall govern. If the Commissioner of the FHA succeeds to the rights and interests of the Redeveloper, the provisions of Sections 701, 702 and 703 shall not apply to FHA."
12. THAT Section 802 be amended by striking out after the third sentence thereof, the following sentence:

"In the event of such failure to cure, the Authority shall also enforce its rights under the surety bond referred to in Section 210."

13. THAT Section 802 be further amended by inserting after the last sentence in said Section 802, the following provisions:

"In the event the Authority exercises its rights under this Section, any revesting of title in the Authority as a result thereof:

- (1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement and executed for the purpose of obtaining funds to construct the Improvements and/or to purchase the property, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and
- (2) Shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in this Agreement, been sold or leased to other parties."

14. THAT Section 803 be amended by inserting after the words "pursuant to Section 802" in the first sentence thereof, the following phrase:

"or any other Section"

15. THAT Section 804 be amended by inserting after the third sentence thereof, the following new sentence:

"In the event any mortgagee elects to complete the Improvements as herein provided, such mortgagee shall be entitled to receive the certificate of completion referred to in Section 304 following completion of the Improvements in accordance with the provisions of this Agreement."

IN WITNESS WHEREOF, on this 22nd day of October 1963, the parties hereto have caused this Amendment in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By Edward J. Logue
Development Administrator

Alexander J. Callahan

John F. Bok

BUSE BOSTON, INC.

By Edward J. Sullivan
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date Oct. 21, 1963

Then personally appeared before me the above-named Edward J. Logue, who executed the foregoing Amendment on behalf of Boston Redevelopment Authority, and acknowledge the same to be the free act and deed of said Authority.

John F. Bok
Notary Public
My commission expires JOHN F. BOK, NOTARY PUBLIC
My Commission Expires Jan. 30, 1963

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date Oct. 22, 1963

Then personally appeared before me the above-named Edward T. Sullivan, who executed the foregoing Amendment on behalf of Buse Boston, Inc., and acknowledged the same to be the free act and deed of said Corporation.

John F. Bok
Notary Public
My commission expires JOHN F. BOK, NOTARY PUBLIC
My Commission Expires Jan. 30, 1963

AMENDMENT

LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

BUSF BOSTON, INC.

PARCEL ONE, PARCEL E

WASHINGTON PARK URBAN RENEWAL AREA

This AMENDMENT, made and entered into this 26th day of March 1964, by and between AUTHORITY and REDEVELOPER

WITNESSETH THAT the parties hereto covenant and agree that the Land Disposition Agreement by and between the AUTHORITY AND REDEVELOPER made and entered into on the 17th day of July, 1963, and as amended by agreement dated October 22, 1963, (hereinafter called "Agreement") is hereby further amended as follows:

1. Subsection 210 (b) is amended by striking the words "the First Realty Builders Company of Boston" and inserting the following words: "Development Corporation of America, with offices at 31 Milk Street, Boston, Massachusetts."

2. Subsection 210(c) is amended, by inserting at the end thereof the following:

"The Redeveloper has also furnished the Authority with a Penalty Bond upon which the Redeveloper and the General Contractor are Co-principals, and Security Insurance Company of New Haven is Surety and the Authority is beneficiary in the penal amount of \$100,000 providing (subject to the excusable delays as set forth in Section 915)."

(1) Payment to the Authority of a penalty in the amount of \$10,000 per month for each month beyond May 30, 1965, that the improvements to be erected on the Property are not completed or ready for occupancy; and

(2) The schedule of monthly rentals at the time of final endorsement of the note evidencing the loan insured by F.H.A. to finance the construction of improvements shall not exceed that set forth in that certain Commitment for Insurance of Advances issued by the Federal Housing Administration, dated May 9, 1963, and amended July 23, 1963, by more than (i) an amount necessary to provide an additional sum of \$600 per month for payment of principal and interest over and above the amount set forth for such principal and interest in the aforesaid commitment plus (ii) an amount necessary to support an increase in the F.H.A. commitment allowance partially for "total for all improvements" and partially for "Organizational Expense", the total of which two items shall be equal to the difference between \$185,311.71 and the net amount to be paid in accordance with the first contractors requisition (FHA Form 2448) to be approved for requisition at initial closing by F.H.A. The penal amount of the bond will be used to subsidize monthly rentals for the period of four years from the date of final endorsement of the note to be insured by F.H.A. to the extent that the rental schedule at the time of final endorsement exceeds the amount hereinabove set forth.

3. Sections 203(b) and 308(a) are deleted, and the language contained in the foregoing Section 210(c)(2) is substituted therefore in each subsection.

4. Section 203 is amended by adding thereto Subsection (c) as follows: "For a period of four years from the date of final endorsement of the note to be insured by the Federal Housing Administration, the Redeveloper will not request an increase in the rental schedule in effect as of the date of final endorsement without the prior approval of the Federal Housing Administration."

IN WITNESS WHEREOF, on this 26th day of March, 1964, the parties hereby have caused this Amendment in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

James L. Doh

James L. Doh

BOSTON REDEVELOPMENT AUTHORITY

By Edward J. Logue
Development Administrator

BUSE BOSTON, INC.

By Edward J. Sullivan
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

Date March 26, 1964

Then personally appeared before me the above-named Edward J. Logue, who executed the foregoing Amendment on behalf of Boston Redevelopment Authority, and acknowledged the same to be the free act and deed of said Authority.

James J. Timmins
Notary Public
My commission expires March 31, 1967

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston

Date March 26, 1964

Then personally appeared before me the above-named Edward T. Sullivan, who executed the foregoing Amendment on behalf of Buse Boston, Inc., and acknowledged the same to be the free act and deed of said Corporation.

James J. Timmins
Notary Public
My commission expires 2-18-67

LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

BUSE BOSTON, INC.

PARCEL ONE, PARCEL E

WASHINGTON PARK URBAN RENEWAL AREA

This AMENDMENT, made and entered into this 8th day of June, 1964, by and between AUTHORITY and REDEVELOPER

WITNESSETH THAT the parties hereto covenant and agree that the Land Disposition Agreement by and between the AUTHORITY AND REDEVELOPER made and entered into on the 17th day of July, 1963, and as amended by Agreement dated October 22, 1963, and further amended on March 26, 1964, (hereinafter called "Agreement") is hereby further amended as follows:

1. Subsection 210(c)(1) is amended to read as follows:

"(1) Payment to the Authority of a penalty in the amount of \$10,000 per month for each month beyond August 30, 1965, that the improvements to be erected on the Property are not completed or ready for occupancy; and"

2. Subsection 210(c)(2) is hereby amended to read as follows:

"(2) The schedule of monthly rentals at the time of final endorsement of the note evidencing the loan insured by the Federal Housing Administration to finance the construction of improvements, shall not exceed the maximum monthly rentals set forth in the initial F.H.A. Form #2458 entitled 'Rental Schedule and Information On Rental Project' which will be issued by F.H.A. prior to initial occupancy. The penal amount of the bond will be used to subsidize monthly rentals for the period of four years from the date of final endorsement of the note to be insured by

F.H.A. to the extent that the rental schedule at the time of final endorsement exceeds the rental schedule set forth in said Initial Rental Schedule and Information On Rental Project form."

The provisions of this subsection shall not affect the authority of the Commissioner of the Federal Housing Administration to approve further rental increases.

3. Section 3 of the Amendment to the Land Disposition Agreement dated March 26, 1964, is hereby deleted, and Section 203 (b) of the Land Disposition Agreement shall read as follows:

"The Redeveloper's rental schedule shall at no time exceed the maximum rentals permitted by the Federal Housing Administration set forth in F.H.A. Form #2458 entitled 'Rental Schedule and Information on Rental Project'."

IN WITNESS WHEREOF, on this 8th day of June, 1964, the parties hereby have caused this Amendment in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of

BOSTON REDEVELOPMENT AUTHORITY
By Edward J. Logue
Development Administrator

Edward J. Logue
Suffolk, ss. Boston

BUSE: BOSTON, INC.

President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Boston Date 6/8/64

Then personally appeared before me the above-named Edward J. Logue, who executed the foregoing Amendment on behalf of Boston Redevelopment Authority, and acknowledged the same to be the free act and deed of said Authority.

Notary Public

My commission expires March 31, 1966

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Boston

Date

June 8, 1964

Then personally appeared before me the above-named Edward T. Sullivan, who executed the foregoing Amendment on behalf of Buse Boston, Inc., and acknowledged the same to be the free act and deed of said Corporation.

Edward J. Timmons

Notary Public

My commission expires March 31, 1964

May 28, 1964

EXHIBIT A

BOSTON REDEVELOPMENT AUTHORITY

METES AND BOUNDS DESCRIPTION

PARCEL E-1

WASHINGTON PARK URBAN RENEWAL AREA

Beginning at a point on the Easterly side line of Columbus Avenue, Thirty-nine and twenty-seven hundredths (39.27) feet Southerly from the intersection of said Easterly side line of Columbus Avenue and the Southwesterly side line of Ritchie Street;

Thence running Northeasterly on a line curving to the right with a radius of twenty and fifty-eight hundredths (20.58) feet a distance of thirty-six and sixty-five hundredths (36.65) feet to a point of compound curvature;

Thence running Southeasterly on a line curving to the right with a radius of two hundred (200.00) feet a distance of forty-nine and seventy-four hundredths (49.74) feet to a point of tangency on said side line of Ritchie Street;

Thence running $S65^{\circ}09'29"E$ three hundred ninety-six and eighty hundredths (396.80) feet to a point;

Thence running Southeasterly and Easterly by said side line of Ritchie Street on a line curving to the left with a radius of two hundred and twenty-one (221.00) feet a distance of one hundred twenty-five and seventy-two hundredths (125.72) feet to a point, said point being the Northwest corner of land formerly of Notre Dame Academy;

Thence turning and running $S5^{\circ}34'18"E$ three hundred forty-three and forty-nine hundredths (343.49) feet by said land formerly of the Notre Dame Academy, a Massachusetts corporation, to an angle point shown on the map referred to below.

Thence turning and running $S9^{\circ}14'03"E$ two hundred forty and no hundredths (240.00) feet to a corner at the Northeasterly line of land now or formerly of The New England Hospital;

Thence turning and running $N52^{\circ}58'23"W$ one hundred thirty-two and eighty hundredths (132.80) feet on said line of land now or formerly of The New England Hospital to a point of curvature;

Thence running Northwesterly on a line curving to the left with a radius of one hundred (100.00) feet a distance of sixty-seven and twelve hundredths (67.12) feet to a point on said line of land now or formerly of The New England Hospital marked by an L.C. pipe bound;

Thence turning and running $S1^{\circ}25'49''E$ on said side line of Weaver Way, fifteen and no hundredths (15.00) feet to a point;

Thence turning and running $S88^{\circ}34'11''W$ over and across said land now or formerly of Boston Redevelopment Authority fifty-six and no hundredths (56.00) feet to the point of beginning, containing eight hundred and forty (840) square feet.

Easement "C" Description

Beginning at the intersection of the Northerly side line and the Easterly side line of Academy Terrace; thence running $S88^{\circ}34'11''W$ on said Northerly side line of Academy Terrace seventy-six and no hundredths (76.00) feet to the Westerly side line of Academy Terrace;

Thence turning and running $S1^{\circ}25'49''E$ on said last named side line seven and no hundredths (7.00) feet;

Thence turning and running $S88^{\circ}34'11''W$ over and across land now or formerly of Boston Redevelopment Authority seventy-five and no hundredths (75.00) feet to a point on the Easterly side line of Academy Court;

Thence turning and running $N1^{\circ}25'49''W$ on said Easterly side line of Academy Court seven and no hundredths (7.00) feet to the intersection of said Easterly side line and the Northerly side line of Academy Court;

Thence turning and running $S88^{\circ}34'11''W$ on said Northerly side line of Academy Court forty-seven and no hundredths (47.00) feet to the intersection with the Easterly side line of Easement "A";

Thence turning and running $N1^{\circ}25'49''W$ on said side line of Easement "A" three and no hundredths (3.00) feet;

Thence turning and running $N88^{\circ}34'11''E$ over and across land now or formerly of Boston Redevelopment Authority one hundred ninety-eight and no hundredths (198.00) feet to the aforementioned side line of Academy Terrace extended;

Thence turning and running $S1^{\circ}25'49''E$ on said side line extended three and no hundredths (3.00) feet to the point of beginning, containing one thousand one hundred and nineteen (1,119) square feet.

Subject also to the easement shown on said plan of land by Harry R. Feldman, Inc. as "Easement D" which easement the grantee hereby covenants shall be reserved for and granted to the City of Boston for use as a public way including all purposes for which public ways are customarily used in said City of Boston, said easement being bounded and described as follows:

Columbus Avenue Easement "D" Description

Beginning at a point on the Easterly side line of Columbus Avenue, three hundred nine and fifty hundredths (309.50) feet southerly from the intersection of the said line of Columbus Avenue and the Southwesterly side line of Ritchie Street, extended;

Thence turning and running over and across land now or formerly of Boston Redevelopment Authority by the following three (3) courses and distances: S31°25'49"E, twenty and no hundredths (20.00) feet; S1 25°49"E, one hundred forty-three and sixty-nine hundredths (143.69) feet; and S28 34°11"W, twenty and no hundredths (20.00) feet;

Thence turning and running N1°25'49"W on said Easterly side line of Columbus Avenue, one hundred seventy-eight and thirty-three hundredths (178.33) feet to the point of beginning containing one thousand six hundred and ten (1,610) square feet.

Subject also to the easements shown on said plan of land by Harry R. Feldman, Inc., as "Academy Road (New Road)", "Weaver Court (New Road)", "Slayton Way (New Road)", "Weaver Way (New Road)", "Academy Court (New Road)", "Academy Terrace (New Road)", respectively, which easements have been taken by the Public Improvement Commission of the City of Boston and laid out each as a highway, said easements and the orders of taking under which said easements were taken being recorded in the Registry of Deeds, in said Suffolk County, Book 7800, Page 16 (Academy Road), Page 21 (Weaver Court), Page 10 (Slayton Way), Page 22 (Weaver Way), Page 14 (Academy Court), and Page 18 (Academy Terrace), said easements being bounded and described as follows:

Academy Road Easement Description:

Beginning at the Northwesterly corner of land now or formerly of The New England Hospital, said point being also on the East side line of Columbus Avenue, and running on the following courses and distances:

By the East side line of Columbus Avenue N1°25'49" W seventy-eight and no hundredths (78.00) feet; thence by land now or formerly of the Boston Redevelopment Authority along a curved line to the left with a radius of twenty (20.00) feet, thirty-one and forty-two hundredths (31.42) feet, and thence N88°34'11"E thirty-nine and no hundredths (39.00) feet; thence by the Southerly line of Academy Court N88°34'11"E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority N88°34'11"E seventy-five and no hundredths (75.00) feet; thence by the Southerly line of Academy Terrace N88°34'11" E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority N88°34'11"E sixty-one and no hundredths (61.00) feet; thence by the Southerly line of Weaver Way N88°34'11"E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority N88 34°11"E seventeen and ninety-three hundredths (17.93) feet; thence by a curved line to the right with a radius of one hundred fifty-eight (158.00) feet, one hundred six and five hundredths (106.05) feet to a tangent point; thence S52 58'23" E Seventy-two and nineteen hundredths (72.19) feet to land now or formerly of the Notre Dame Academy; thence by said Academy land S9°14'03"E eighty-three and eighty-nine hundredths (83.89) feet to land of said New England Hospital; thence by said land of New England Hospital in the following courses and distances: N52 58'23"W one hundred thirty-two and eighty hundredths (132.80) feet; thence by a line curving to the left with a radius of one hundred (100.00) feet a distance of sixty-seven and twelve hundredths (67.12) feet; thence S88 34°11"W four hundred forty and ninety-three hundredths (440.93) feet to the point of beginning; containing thirty-six thousand seven hundred twenty-five (36,725) square feet, more or less.

Weaver Court Easement Description:

Beginning at the intersection of the Easterly side line of Weaver Way and the Northerly side line of Weaver Court, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N88°34'11"E one hundred thirty-eight and forty-one hundredths (138.41) feet; thence by land now or formerly of the Notre Dame Academy S5°34'18"E seventy-six and thirty hundredths (76.30) feet; thence by land now or formerly of the Boston Redevelopment Authority S88°34'11"W one hundred forty-three and ninety-six hundredths (143.96) feet; thence by the aforesaid easterly side line of Weaver Way N1°25'49"W seventy-six and no hundredths (76.00) feet to the point of beginning, containing ten thousand seven hundred thirty (10,730) square feet, more or less.

Slayton Way Easement:

Beginning at the intersection of the Southerly side line of Ritchie Street and the Westerly side line of Slayton Way, and running on the following courses and distances:

Along said side line of Ritchie Street, on a curve of a radius of two hundred (200.00) feet bearing to the right eighty-two hundredths (.82) feet, and thence S65°09'29"E eighty-three and ninety-four hundredths (83.94) feet; thence by land now or formerly of the Boston Redevelopment Authority S1°25'49"E one hundred fifty-three and twenty-four hundredths (153.24) feet, N88°34'11"E one hundred forty-four and no hundredths (144.00) feet; S 1°25'49"E one hundred twenty-one and no hundredths (121.00) feet, S88°34'11"W Seventy-six and no hundredths (76.00) feet, N1°25'49"W eighty-one and no hundredths (81.00) feet, S88°34'11"W one hundred forty-four and no hundredths (144.00) feet, and N1°25'49"W two hundred thirty and seventy-six hundredths (230.76) feet to the point of beginning, containing twenty-eight thousand twenty-eight (28.028) square feet, more or less.

Weaver Way Easement Description:

Beginning at the intersection of the Northerly side line of Academy Road and the Westerly side line of Weaver Way and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority $N1^{\circ}25'49''W$ three hundred sixty-three and no hundredths (363.00) feet, $N88^{\circ}34'11''E$ seventy-six and no hundredths (76.00) feet, $S1^{\circ}25'49''E$ one hundred eight and no hundredths (108.00) feet; thence by the westerly side line of Weaver Court $S1^{\circ}25'49''E$ seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority $S1^{\circ}25'49''E$ one hundred seventy-nine and no hundredths (179.00) feet; thence $S88^{\circ}34'11''W$ by the northerly side line of Academy Road seventy six and no hundredths (76.00) feet, to the point of beginning, containing twenty-seven thousand five hundred eighty-eight (27,588) square feet more or less.

Academy Court Easement Description:

Beginning at the intersection of the northerly side line of Academy Road and the westerly side line of Academy Court, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority $N1^{\circ}25'49''W$ one hundred fifty and no hundredths (150.00) feet, $N88^{\circ}34'11''E$ seventy-six and no hundredths (76.00) feet, and $S1^{\circ}25'49''E$ one hundred fifty and no hundredths (150.00) feet; thence by the side line of Academy Road $S88^{\circ}34'11''W$ seventy-six and no hundredths (76.00) feet to the point of beginning, containing eleven thousand four hundred (11,400) square feet, more or less.

Academy Terrace Easement Description:

Beginning at the intersection of the northerly side line of Academy Road and the westerly side line of Academy Terrace, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority $N1^{\circ}25'49''W$ one hundred fifty and no hundredths (150.00) feet, $N88^{\circ}34'11''E$ seventy-six and no hundredths feet, and $S1^{\circ}25'49''E$ one hundred fifty (150.00) feet, thence by the side line of Academy Road $S88^{\circ}34'11''W$ seventy-six and no hundredths (76.00) feet to the point of beginning containing eleven thousand four hundred (11,400) square feet, more or less.

Meaning and intending to convey and hereby conveying all that land shown on said plan of land by Harry R. Feldman, Inc. being a total of 325,445 square feet, subject to the easements above-described together with so much of the fee in Ritchie Street and Columbus Avenue as may run with said parcel.

DEED

Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, in consideration of Nineteen Thousand Nine Hundred Fifty Eight Dollars (\$19,958.00) paid, and in consideration of covenants herein contained, GRANTS unto Buse Boston, Inc., a corporation duly organized and existing pursuant to Chapter 121A and Chapter 156 of the General Laws of Massachusetts, having a usual place of business in Boston, Suffolk County, Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land located in the City of Boston, County of Suffolk, bounded and described as follows:

Beginning at a point on the Easterly side line of Columbus Avenue, Thirty-nine and twenty-seven hundredths (39.27) feet Southerly from the intersection of said Easterly side line of Columbus Avenue and the Southwesterly side line of Ritchie Street;

Thence running Northeasterly on a line curving to the right with a radius of twenty and fifty-eight hundredths (20.58) feet a distance of thirty-six and sixty-five hundredths (36.65) feet to a point of compound curvature;

Thence running Southeasterly on a line curving to the right with a radius of two hundred (200.00) feet a distance of forty-nine and seventy-four hundredths (49.74) feet to a point of tangency on said side line of Ritchie Street;

Thence running $S65^{\circ}09'29''E$ three hundred ninety-six and eighty hundredths (396.80) feet to a point;

Thence running Southeasterly and Easterly by said side line of Ritchie Street on a line curving to the left with a radius of two hundred and twenty-one (221.00) feet a distance of one hundred twenty-five and seventy-two hundredths (125.72) feet to a point, said point being the Northwest corner of land formerly of Notre Dame Academy;

Thence turning and running $S5^{\circ}34'18''E$ three hundred forty-three and forty-nine hundredths (343.49) feet by said land formerly of the Notre Dame Academy, a Massachusetts corporation, to an angle point shown on the map referred to below.

Thence turning and running $S9^{\circ}14'03''E$ two hundred forty and no hundredths (240.00) feet to a corner at the Northeasterly line of land now or formerly of The New England Hospital;

Thence turning and running $N52^{\circ}58'23''W$ one hundred thirty-two and eighty hundredths (132.80) feet on said line of land now or formerly of The New England Hospital to a point of curvature;

Thence running Northwesterly on a line curving to the left with a radius of one hundred (100.00) feet a distance of sixty-seven and twelve hundredths (67.12) feet to a point on said line of land now or formerly of The New England Hospital marked by an L.C. pipe bound;

Thence running S88°34'11"W a distance of four hundred forty and ninety-three hundredths (440.93) feet on said line of land now or formerly of The New England Hospital to corner at said Easterly side line of Columbus Avenue;

Thence turning and running N1°25'49"W on said side line of Columbus Avenue six hundred sixty-nine and thirty-five hundredths (669.35) feet to the point of beginning;

All being shown on a plan of land entitled, "Boston, Massachusetts, Delivery Parcel E-1, Washington Park Urban Renewal Area," by Harry R. Feldman, Inc., Surveyors, dated December 10, 1962, revised October 1, 1963.

Subject to the following described easements, all as shown on said plan of land by Harry R. Feldman, Inc.

The easements, shown as "Easement A," "Easement B," and "Easement C," on said plan of land by Harry R. Feldman, Inc., which easements the Grantee hereby covenants for itself, its successors and assigns shall be granted for the purpose of laying out, erecting, operating and maintaining public utilities, said easements being bounded and described as follows:

Easement "A" Description:

Beginning at a point on the Northerly side line of Academy Court nineteen and no hundredths (19.00) feet Easterly from the intersection of said line and the Westerly side line of said Academy Court;

Thence running N1°25'49"W over and across land now or formerly of Boston Redevelopment Authority, two hundred thirty-four and eighty-three hundredths (234.83) feet to a point on the Southerly side line of Slayton Way;

Thence turning and running N88°34'11"E by said side line of Slayton Way, ten and no hundredths (10.00) feet to a point;

Thence turning and running S1°25'49"E over and across said land now or formerly of Boston Redevelopment Authority, two hundred thirty-four and eighty-three hundredths (234.83) feet to a point on said Northerly side line of Academy Court; thence turning and running S88°34'11"W by said side line of Academy Court ten and no hundredths (10.00) feet to the point of beginning, containing two thousand three hundred and forty-eight (2,348) square feet.

Easement "B" Description:

Beginning at a point on the Easterly side line of Slayton Way two and no hundredths (2.00) feet Northerly from the intersection of said side line and the Southerly side line of Slayton Way;

Thence running N1°25'49"W by said Easterly side line of Slayton Way, fifteen and no hundredths (15.00) feet to a point;

Thence turning and running N88°34'11"E over and across land now or formerly of Boston Redevelopment Authority fifty-six and no hundredths (56.00) feet to a point on the Westerly side line of Weaver Way;

Thence turning and running $S1^{\circ}25'49''E$ on said side line of Weaver Way, fifteen and no hundredths (15.00) feet to a point;

Thence turning and running $S88^{\circ}34'11''W$ over and across said land now or formerly of Boston Redevelopment Authority fifty-six and no hundredths (56.00) feet to the point of beginning, containing eight hundred and forty (840) square feet.

Easement "C" Description

Beginning at the intersection of the Northerly side line and the Easterly side line of Academy Terrace; thence running $S88^{\circ}34'11''W$ on said Northerly side line of Academy Terrace seventy-six and no hundredths (76.00) feet to the Westerly side line of Academy Terrace;

Thence turning and running $S1^{\circ}25'49''E$ on said last named side line seven and no hundredths (7.00) feet;

Thence turning and running $S88^{\circ}34'11''W$ over and across land now or formerly of Boston Redevelopment Authority seventy-five and no hundredths (75.00) feet to a point on the Easterly side line of Academy Court;

Thence turning and running $N1^{\circ}25'49''W$ on said Easterly side line of Academy Court seven and no hundredths (7.00) feet to the intersection of said Easterly side line and the Northerly side line of Academy Court;

Thence turning and running $S88^{\circ}34'11''W$ on said Northerly side line of Academy Court forty-seven and no hundredths (47.00) feet to the intersection with the Easterly side line of Easement "A";

Thence turning and running $N1^{\circ}25'49''W$ on said side line of Easement "A" three and no hundredths (3.00) feet;

Thence turning and running $N88^{\circ}34'11''E$ over and across land now or formerly of Boston Redevelopment Authority one hundred ninety-eight and no hundredths (198.00) feet to the aforementioned side line of Academy Terrace extended;

Thence turning and running $S1^{\circ}25'49''E$ on said side line extended three and no hundredths (3.00) feet to the point of beginning, containing one thousand one hundred and nineteen (1,119) square feet.

Subject also to the easement shown on said plan of land by Harry R. Feldman, Inc. as "Easement D" which easement the grantee hereby covenants shall be reserved for and granted to the City of Boston for use as a public way including all purposes for which public ways are customarily used in said City of Boston, said easement being bounded and described as follows:

Columbus Avenue Easement "D" Description

Beginning at a point on the Easterly side line of Columbus Avenue, three hundred nine and fifty hundredths (309.50) feet Southerly from the intersection of the said line of Columbus Avenue and the Southwesterly side line of Ritchie Street, extended;

Thence turning and running over and across land now or formerly of Boston Redevelopment Authority by the following three (3) courses and distances: S31°25'49"E, twenty and no hundredths (20.00) feet; S1 25'49"E, one hundred forty-three and sixty-nine hundredths (143.69) feet; and S28 34'11"W, twenty and no hundredths (20.00) feet;

Thence turning and running N1°25'49"W on said Easterly side line of Columbus Avenue, one hundred seventy-eight and thirty-three hundredths (178.33) feet to the point of beginning containing one thousand six hundred and ten (1,610) square feet.

Subject also to the easements shown on said plan of land by Harry R. Feldman, Inc., as "Academy Road (New Road)", "Weaver Court (New Road)", "Slayton Way (New Road)", "Weaver Way (New Road)" "Academy Court (New Road)", "Academy Terrace (New Road)", respectively, which easements have been taken by the Public Improvement Commission of the City of Boston and laid out each as a highway, said easements and the orders of taking under which said easements were taken being recorded in the Registry of Deeds, in said Suffolk County, Book 7800, Page 16 (Academy Road), Page 21 (Weaver Court), Page 10 (Slayton Way), Page 22 (Weaver Way), Page 14 (Academy Court), and Page 18 (Academy Terrace), said easements being bounded and described as follows:

Academy Road Easement Description:

Beginning at the Northwesterly corner of land now or formerly of The New England Hospital, said point being also on the East side line of Columbus Avenue, and running on the following courses and distances:

By the East side line of Columbus Avenue N1°25'49" W seventy-eight and no hundredths (78.00) feet; thence by land now or formerly of the Boston Redevelopment Authority along a curved line to the left with a radius of twenty (20.00) feet, thirty-one and forty-two hundredths (31.42) feet, and thence N88°34'11"E thirty-nine and no hundredths (39.00) feet; thence by the Southerly line of Academy Court N88°34'11"E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority N88°34'11"E seventy-five and no hundredths (75.00) feet; thence by the Southerly line of Academy Terrace N88°34'11" E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority N88°34'11"E sixty-one and no hundredths (61.00) feet; thence by the Southerly line of Weaver Way N88°34'11"E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority N88 34'11"E seventeen and ninety-three hundredths (17.93) feet; thence by a curved line to the right with a radius of one hundred fifty-eight (158.00) feet, one hundred six and five hundredths (105.05) feet to a tangent point; thence S52 58'23" E Seventy-two and nineteen hundredths (72.19) feet to land now or formerly of the Notre Dame Academy; thence by said Academy land S9°14'03"E eighty-three and eighty-nine hundredths (83.89) feet to land of said New England Hospital; thence by said land of New England Hospital in the following courses and distances: N52 58'23"W one hundred thirty-two and eighty hundredths (132.80) feet; thence by a line curving to the left with a radius of one hundred (100.00) feet a distance of sixty-seven and twelve hundredths (67.12) feet; thence S88 34'11"W four hundred forty and ninety-three hundredths (440.93) feet to the point of beginning; containing thirty-six thousand seven hundred twenty-five (36,725) square feet, more or less.

Weaver Court Easement Description:

Beginning at the intersection of the Easterly side line of Weaver Way and the Northerly side line of Weaver Court, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N88°34'11"E one hundred thirty-eight and forty-one hundredths (138.41) feet; thence by land now or formerly of the Notre Dame Academy S5°34'18"E seventy-six and thirty hundredths (76.30) feet; thence by land now or formerly of the Boston Redevelopment Authority S88°34'11"W one hundred forty-three and ninety-six hundredths (143.96) feet; thence by the aforesaid easterly side line of Weaver Way N1°25'49"W seventy-six and no hundredths (76.00) feet to the point of beginning, containing ten thousand seven hundred thirty (10,730) square feet, more or less.

Slayton Way Easement:

Beginning at the intersection of the Southerly side line of Ritchie Street and the Westerly side line of Slayton Way, and running on the following courses and distances:

Along said side line of Ritchie Street, on a curve of a radius of two hundred (200.00) feet bearing to the right eighty-two hundredths (.82) feet, and thence S65°09'29"E eighty-three and ninety-four hundredths (83.94) feet; thence by land now or formerly of the Boston Redevelopment Authority S1°25'49"E one hundred fifty-three and twenty-four hundredths (153.24) feet, N88°34'11"E one hundred forty-four and no hundredths (144.00) feet; S 1°25'49"E one hundred twenty-one and no hundredths (121.00) feet, S88°34'11"W Seventy-six and no hundredths (76.00) feet, N1°25'49"W eighty-one and no hundredths (81.00) feet, S88°34'11"W one hundred forty-four and no hundredths (144.00) feet, and N1°25'49"W two hundred thirty and seventy-six hundredths (230.76) feet to the point of beginning, containing twenty-eight thousand twenty-eight (28,028) square feet, more or less.

Weaver Way Easement Description:

Beginning at the intersection of the Northerly side line of Academy Road and the Westerly side line of Weaver Way and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N1°25'49"W three hundred sixty-three and no hundredths (363.00) feet, N88°34'11"E seventy-six and no hundredths (76.00) feet, S1°25'49"E one hundred eight and no hundredths (108.00) feet; thence by the westerly side line of Weaver Court S1°25'49"E seventy-six and no hundredths (76.00) feet; thence by land now or formerly of the Boston Redevelopment Authority S1°25'49"E one hundred seventy-nine and no hundredths (179.00) feet; thence S88°34'11"W by the northerly side line of Academy Road seventy six and no hundredths (76.00) feet, to the point of beginning, containing twenty-seven thousand five hundred eighty-eight (27,588) square feet more or less.

Academy Court Easement Description:

Beginning at the intersection of the northerly side line of Academy Road and the westerly side line of Academy Court, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N1°25'49"W one hundred fifty and no hundredths (150.00) feet, N88°34'11"E seventy-six and no hundredths (76.00) feet, and S1°25'49"E one hundred fifty and no hundredths (150.00) feet; thence by the side line of Academy Road S88°34'11"W seventy-six and no hundredths (76.00) feet to the point of beginning, containing eleven thousand four hundred (11,400) square feet, more or less.

Academy Terrace Easement Description:

Beginning at the intersection of the northerly side line of Academy Road and the westerly side line of Academy Terrace, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N1°25'49"W one hundred fifty and no hundredths (150.00) feet, N88°34'11"E seventy-six and no hundredths feet, and S1°25'49"E one hundred fifty (150.00) feet, thence by the side line of Academy Road S88°34'11"W seventy-six and no hundredths (76.00) feet to the point of beginning containing eleven thousand four hundred (11,400) square feet, more or less.

Meaning and intending to convey and hereby conveying all that land shown on said plan of land by Harry R. Feldman, Inc. being a total of 325,445 square feet, subject to the easements above-described together with so much of the fee in Ritchie Street and Columbus Avenue as may run with said parcel.

The grantee covenants for itself and its successors and assigns as follows:

A. Until February 18, 2003, to devote the granted premises to, and only to, the permitted uses specified in Chapter VI of the Urban Renewal Plan for the Washington Park Project Area, adopted by the grantor on January 16, 1963, and approved by the Boston City Council on February 18, 1963, which plan is recorded in the Registry of Deeds for Suffolk County, Book 7806 at Page 565, as the same may be from time to time hereinafter modified pursuant to Section 1201 thereof (hereinafter referred to with such modifications as the "Urban Renewal Plan") and to comply with the Building Requirements therein specified.

B. Until February 18, 2003, not to use or devote the granted premises or any part thereof for any use other than said permitted uses or contrary to any said building requirements.

C. Until February 18, 2003, to give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Washington Park project area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment subject to the applicable provisions of and applicable regulations pursuant to Section 221(d)(3) of the National Housing Act as amended.

D. Until February 18, 2003, not to segregate through discrimination upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease, or occupancy of the granted premises or any part thereof, or to effect or execute any covenant, agreement, lease, conveyance or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy thereof.

E. Until February 18, 2003, not to discriminate, in carrying out the redevelopment and construction of improvements on the granted premises and in the operation of the same after completion thereof, against any employee or applicant for employment because of race, religion, color or national origin.

The covenants set forth above shall run with the land hereby conveyed and in favor of the grantor and any successor public agency designated by or pursuant to law and without regard to whether the grantor or any such successor remains or is an owner of any land or interest in the Washington Park Project Area as defined in the Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

In order to effectuate the covenants set forth above as C and D, the grantee, its successors and assigns agrees to consult with the grantor with respect to all aspects of its rental program which relate to or have an effect upon the selection of tenants.

The grantee, its successors and assigns shall from time to time until expiration of the term of the Urban Renewal Plan, at all reasonable hours, give to the duly authorized representatives of the grantor and the City of Boston free and unobstructed access for inspection.

inspection purposes to any and all of the improvements constructed on the granted premises and to all open areas surrounding the same.

The grantee, its successors and assigns shall, at all times until the expiration of the term of the Urban Renewal Plan, keep the improvements constructed on the granted premises in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto.

After the improvements required by the Urban Renewal Plan and the Land Disposition Agreement to be constructed by the grantee on the granted premises, or any portion therof, have been completed, the grantee shall not, until the expiration of the term of the Urban Renewal Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the improvements, without the prior written approval of the grantor, which approval shall not be unreasonably withheld, subject, however, to the provisions of Chapter 121A. In the event the grantee shall fail to comply with the foregoing requirement, the grantor may within a reasonable time after discovery thereof by the grantor direct in writing that the grantee so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the grantor. The grantee shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

Whenever any improvement or part thereof constructed on the granted premises shall have been damaged or destroyed prior to the expiration of the term of the Plan, the grantee, its successors and assigns shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and other monies provided for the reconstruction, restoration or repair of any such improvement shall be deposited in a separate account of the grantee, its successors and assigns, or of any mortgagee. The proceeds and money so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, to the extent that such money and proceeds may permit, unless the grantee, its successors and assigns, with the written approval of the grantor determines that all or any part of such damage or destruction shall not be so reconstructed, restored, or repaired. The grantee, its successors and assigns shall commence such reconstruction or repair within a period not to exceed six months after such money or proceeds is received by the grantee, its successors or assigns, or any mortgagee (or such longer period as the grantor may specify in writing) and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion within 24 months after the start thereof.

This conveyance is made subject also to the additional terms and conditions set forth in Land Disposition Agreement dated July 17, 1963, which Agreement includes the Amendments dated October 22, 1963, March 26, 1964, and June 8, 1964, by and between the grantor and the grantee hereto which provides among other things for commencement and completion of the improvements on the granted premises required by the Urban Renewal Plan, and for remedies including a right of entry or reconveyance in case of defaults, all of which survive the delivery of this

deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith and in the event the grantor exercises its right of entry or reconveyance as provided therein, it may record with said Deed and file with the Suffolk County Registry District of the Land Court said Land Disposition Agreement at the time it exercises said rights.

All said additional terms and conditions contained in said Land Disposition Agreement and all provisions of the Urban Renewal Plan, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion be a conclusive determination that all obligations of the grantee, its successors and assigns, as to the granted premises have been satisfied and terminated, except only said covenants set forth above in this deed and stated to run with the land, provided however, that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance said improvements, or any part thereof. Such certification shall mean and provide: (1) that any party purchasing or leasing an individual part or parcel thereof shall not (because of such purchase or lease) incur any obligation with respect to the construction of said required improvements relating to such part or parcel or to any other part or parcel of the granted premises and (2) that neither the grantor nor any other party shall thereafter have or be entitled to exercise with respect to any such individual part or parcel so sold (or in the case of lease, with respect to the lease-hold interest) any rights or remedies or controls that it may otherwise have or be entitled to exercise with respect to the granted premises as a result of a default in or breach of any provisions of said Land Disposition Agreement or this deed by the grantee or any successor in interest or assign, unless (i) such default or breach be by the purchaser or lessee, or any successor in interest or assign, of or to such individual part or parcel with respect to the covenants contained in this deed, and (ii) the right, remedy, or control relate to such default or breach.

If after the recording or registration of such certificate with respect to the granted premises and before February 18, 2003, any owner of such portion shall request in writing the grantor or such successor agency to determine whether any improvements constructed or to be constructed on the granted premises have been completed in compliance with the terms of such Land Disposition Agreement, and the owner shall furnish such information as may be reasonably necessary for such determination, the grantor or such agency shall promptly, and in any event within thirty days after such request, certify in writing suitable for recording or registration whether or not such improvements have been so completed.

IN WITNESS WHEREOF, on the _____ day of _____, at Boston, Massachusetts, the parties hereto have caused this Instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By _____
Development Administrator

BUSE BOSTON, INC.

By _____
Title

Approved as to form:

General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1963

Then personally appeared before me the above-named Edward J. Logue, Development Administrator, who executed the foregoing Instrument on behalf of Boston Redevelopment Authority and acknowledge the same to be the free act and deed of said Authority.

Notary Public
My commission expires

June 11, 1964

MEMORANDUM

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: Ratification of Closing Documents
Parcel E-1, Academy Homes
Washington Park Urban Renewal Project Area

The initial FHA closing of Parcel E-1 commenced on June 10, 1964. Prior to issuance of the mortgage commitment on June 9, 1964, the FHA required an Amendment to the Land Disposition Agreement which would update the previous Amendment of March 26, 1964. The principal reason for this Amendment, which was executed on June 8, 1964, was to insure that the Land Disposition Agreement acknowledged that the date for completion of construction would be identical with the time set out in the building loan agreement, which is August 30, 1965.

In addition, certain minor revisions in the description of the property have been made in the Deed which was originally submitted to the Authority for approval. The description in the earlier Deed was based upon preliminary surveys.

Accordingly, it is requested that all of the attached closing documents, including the Land Disposition Agreement dated July 17, 1963, the Amendments thereto dated October 22, 1963, March 26, 1964, and June 8, 1964, and the Deed to the property be approved, ratified and confirmed in all respects.

An appropriate vote is attached.

Attachments

